

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 41		
2. CONTRACT NO.		3. SOLICITATION NO. DTRS57- 01- R- 20010		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)		5. DATE ISSUED 02/15/2001		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY U. S. DOT/RSPA/Volpe Center 55 Broadway Kendall Square Cambridge, MA 02142				CODE DTS- 853		8. ADDRESS OFFER TO (If other than Item 7)			
NOTE : In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"									
SOLICITATION									
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>SEE BLOCK #7</u> until <u>2: 30 p. m</u> local time <u>March 16, 2001</u> (Hour) (Date)									
CAUTION : LATE Submissions, Modifications and Withdrawals : See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME MICHAEL LEARY		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 617 NUMBER 494- 2673 EXT.			C. E-MAIL ADDRESS LEARYM@VOLPE. DOT. GOV		
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OFFER (Must be fully completed by offeror)									
NOTE : Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE _____ FACILITY _____		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NUMBER AREA CODE _____ NUMBER _____ EXT. _____		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by government)									
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION : <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTERED BY (If other than item 7) CODE _____				25. PAYMENT WILL BE MADE BY CODE _____					
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.									

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TOTAL ESTIMATED COST AND FIXED FEE (DEC 1998)

Provide the necessary personnel, facilities, services, equipment and materials to perform those activities which are specified under Section C - Statement of Work. This includes reports and other products.

Total Estimated Cost:	\$ <u>(Offeror Fill-in)</u>
Fixed Fee:	\$ <u>(Offeror Fill-in)</u>
Total CPFF:	\$ <u>(Offeror Fill-in)</u>

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS (DEC 1998)

The Contractor shall furnish the necessary personnel, material, services, and facilities (except as otherwise specified), required to comply with the Statement of Work, as follows:

I. Introduction, Overview, and Background

In 1992, the Federal Highway Administration (FHWA) tasked the John A. Volpe National Transportation Systems Center's (Volpe Center's) Acoustics Facility to develop a new highway noise prediction model to replace its existing model. The new model was intended as a means to aid compliance with policies and procedures under FHWA noise-related regulations (Title 23 of the U.S. Code of Federal Regulations, Part 772). Consequently, the Volpe Center developed and released the FHWA Traffic Noise Model (FHWA TNM) Version 1.0, a state-of-the-art computer program for highway traffic noise prediction and analysis.

Following the release of the FHWA TNM Version 1.0 in 1998, the FHWA tasked the Volpe Center to: (1) design, develop, maintain, and test future versions of the FHWA TNM; and (2) improve and expand the FHWA TNM in order to enhance its usefulness and effectiveness. Subsequently, updates of the FHWA TNM (Version 1.0a, 1.0b, and 1.1) were released in March 1999, August 1999, and September 2000, respectively. These versions focus on bug fixes and minor enhancements to the graphical user interface (GUI).

II. Objective

In support of the FHWA's goals to continually maintain and improve the TNM, the Volpe Center requires expert Contractor support to provide extensive experience and programming skills with the model's design, source code, operation, and documentation. The primary objectives are to improve and maintain the TNM's GUI.

III. Scope

The Contractor shall furnish all of the necessary qualified personnel, materials, equipment, and services required for the development of TNM, as defined in Section IV, below, except as provided by the Government.

IV. Performance Requirements

The Contractor shall perform the following tasks as outlined below:

Task A - Software Development and Upgrade

A.1 TNM General Structure

The Contractor shall program TNM using C++ programming language, or similar language recommended by the Contractor, and approved by the Contracting Officer's Technical Representative (COTR). The Contractor shall use Microsoft Visual Basic or its equivalent (approved by the COTR) to create/modify the menu-driven, mouse-compatible, user-friendly, graphical interface for all aspects of TNM. In addition, TNM shall contain modular computer architecture for easy maintenance and updating. The architecture shall allow information to be easily added or modified in the future when technological advancements (such as computer hardware and third-party software improvements) or additional research is completed.

A.2 Input/Output Enhancements and Coding Error Corrections

The Contractor shall implement input and/or output enhancements and correct known input and/or output coding errors as described in the current Volpe Center TNM Enhancements and Bugs list. This list will be provided by the COTR. The Contractor shall also implement additional input and/or output enhancements and correct input and/or output coding errors as directed by the Government.

A.3 Optimize Operating System

The Contractor shall insure that the TNM is compatible with the latest version IBM PC-based operating system and latest version Microsoft Windows graphic user interface (e.g., Windows 95, 98, ME, 2000, NT 4.0, etc.). This optimization may include the implementation of more sophisticated operating system architectures (e.g., 64 bits, 128 bits, etc.) within TNM as directed by the Contracting Officer (CO) and COTR.

A.4 Reduce Processing Time

The Contractor shall apply efficient software coding techniques so as to reduce and minimize the overall processing time of TNM. The Contractor shall use the official TNM test case (see Appendix E in the FHWA TNM User's Guide) as a guide in setting a goal for TNM processing time. The Contractor shall satisfactorily demonstrate the ability of the TNM to perform all computations on the test case within a time period which is no more than 2 times greater than that of TNM Version 1.0 (i.e., approximately 1 hour total run time on a Pentium II 500 MHz computer).

Task B - Quality Assurance Tests

The Contractor shall conduct extensive software testing of TNM to ensure that the objectives of each release have been met. Specifically, the Contractor shall perform testing as necessary to determine that: (1) previously identified errors have been corrected; (2) required GUI changes/improvements have been implemented; (3) all calculations are being properly performed; (4) operating limits of the model are identified; and (5) all error messages are clear and definitive.

Task C – User Support

The Contractor shall participate in user conferences as directed by the Government. User conferences may include, but are not limited to, meetings, workshops, and training sessions convened to discuss upcoming enhancements and to query users for desired software changes. Funding for these trips will be provided by the Government.

Task D – Task Management

The Contractor shall convene meetings with representatives of the Volpe Center, which may include Volpe Center sponsors such as the FHWA and the California Department of Transportation to discuss issues related to all software developed under this contract, schedule, expenditure, and deliverables prepared during the performance of all tasks. These meetings will take place at either the Volpe Center or at the Contractor's place of business.

Task E – Miscellaneous Support

The Contractor shall design, develop, test, and document support software (which is not available commercially) as directed by the Government to enhance/upgrade/augment the TNM software product. This specialized software may also be standalone software, which would help facilitate diagnostic testing of the TNM, or integration of TNM components within other Volpe Center software. For example, harmonization with other Volpe Center software, such as the Federal Aviation Administration's Integrated Noise Model, would be vital in facilitating the future development of an intermodal transportation noise model.

V. Performance Standards

At a minimum, the Contractor shall perform the following tasks:

Task A - Software Development and Upgrade

Twenty-five (25) weeks after the effective date of the contract, the Contractor shall furnish the COTR with two (2) labeled sets of 3.5-inch diskettes containing the executable code for the interim version of the software, TNM Version 2.0. Fifty (50) weeks after the effective date of the contract, the Contractor shall furnish the COTR with two (2) labeled sets of 3.5-inch diskettes containing the executable code for the interim version 2 of the software, TNM Version 2.0. Seventy-five (75) weeks after the effective date of the contract, the Contractor shall furnish the COTR with one (1) labeled sets of 3.5-inch diskettes and one (1) CD-ROM containing the executable code for the final version of the software, TNM Version 2.0, one (1) CD-ROM containing the source code for the final version of the software, TNM Version 2.0, and one CD-ROM containing all final documentation developed under this contract in Microsoft Word 97 (or later), including all relevant graphics.

The COTR will provide written comments to the Contractor within four (4) weeks after receipt of interim versions of all software. The substance of the COTR's comments shall be reflected by the Contractor in the final versions of the appropriate software.

Approval and acceptance of all final software and accompanying documentation will be provided in writing to the Contractor by the COTR.

If directed by the COTR, following Version 2.0 release, the Contractor shall furnish the COTR with one (1) labeled set of 3.5-inch diskettes and one (1) CD-ROM containing the executable code and one (1) CD-ROM containing the source code for an updated version(s) of the TNM Version 2.0 software, which may include corrections to input and/or output coding errors as provided by the Government.

Task B - Quality Assurance Tests

The Contractor shall submit a test report describing all changes made to the software, including problem areas encountered, corrective action taken, and work planned, for each full and interim release.

The Government shall perform independent verification and validation of new and interim releases of the TNM software to monitor contractor performance and ensure that the objectives of each release have been met. Specifically, testing shall be performed to determine that: (1) previously identified errors have been corrected; (2) required GUI changes/improvements have been implemented; (3) all calculations are being properly performed; (4) operating limits of the model are identified; and (5) all error messages are clear and definitive.

Task C – User Support

The Contractor shall prepare and submit a brief report following any user conferences and other related meetings they have attended. The report shall present the problem areas users have encountered in the software and the suggested corrective actions to be taken..

Task D – Task Management

The Contractor shall prepare and submit a Project Status Report on the first and fifteenth of each month. The Report shall present a brief description of the progress of the contract deliverables. It shall describe the work accomplished during the reporting period, problem areas encountered, corrective action taken, and work planned for the next reporting period. In addition, the report shall detail monthly and cumulative plans versus actual activity (e.g., hours by labor category and name) for the contract deliverables through the reported period. The report shall also highlight any problem areas with respect to budget, schedule, and overall resource allocation. Additionally, the Contractor shall notify the COTR and the CO when seventy-five percent (75%) of the total estimated cost is expended.

Task E – Miscellaneous Support

For all Contractor-developed support software, the Contractor shall submit a report describing its design, implementation, and testing, including all changes made to the software, problem areas encountered, corrective action taken, and work planned, for each full and interim release. If any hardware and/or software is purchased, such hardware and/or software shall be Contractor Acquired Government Property. Section VI of the contract and FAR 52.244-2 and 52.245-5 shall apply as appropriate.

VI. Special Requirements

1. Key Personnel

Key Personnel (as defined under TAR 1252.215-71) must have and maintain a working knowledge of C++ and Microsoft Visual Basic programming languages, Intergraph MicroStation CAD and AutoCAD software, and the Microsoft operating system environments.

2. Prohibition of Royalties

All work performed under this contract shall not include any components or developmental software libraries which will require payment of royalties or license fees. By submission of any deliverable, the Contractor warrants that these deliverables do not infringe upon the property rights of others.

3. Special Rights in Data

All computer programs and documentation, including object code, source code, algorithms, and form, fit, and function data produced in the performance of this PR shall be considered property of the Government. Except as otherwise specifically provided for in this contract, the Contractor shall not use, for the purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish, the source code or algorithms for these computer programs, nor authorize others to do so, without specific written permission from the COTR.

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION AND PACKAGING (DEC 1998)

Preservation, packing, and packaging of articles called for herein shall be in accordance with good commercial practices to assure delivery at destination.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> - Federal Acquisition Regulation

<http://www.dot.gov/ost/m60/tamtar/tam.htm> - Transportation Acquisition Manual

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-3	Inspection of Supplies – Cost Reimbursement	APR 1984
52.246-5	Inspection of Services- Cost-Reimbursement	APR 1984

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR CLAUSES INCORPORATED BY REFERENCE

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	Stop-Work Order. (AUG 1989) -- Alternate I	APR 1984
52.247-34	F.O.B. Destination.	NOV 1991

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract shall be from the date of award through three (3) years thereafter. During this period of performance, the Contractor shall provide the specific deliverables identified in Section C of the contract in accordance with the respective schedules prescribed in Section C for those items.

F.3 RIGHTS IN DATA (DEC 1998)

All data first produced in the performance of this contract, including software, shall be delivered with unlimited Government rights, unless otherwise agreed to in writing by the Contracting Officer when granting permission to establish claim to copyright as required by FAR 52.227-14(c).

F.4 PLACE OF CONTRACT PERFORMANCE-OTHER THAN ON-SITE CONTRACTS - (MAY 1999)

Performance in or use of Government facilities by the Contractor is not authorized under this contract without the prior approval of the Contracting Officer. This approval will be in the form of a modification to the contract or task.

F.5 DOCUMENTATION OF COMPUTER PROGRAMS (DEC 1998)

The Contractor shall fully document all computer programs first produced in the performance of this contract. Unless otherwise specifically agreed to by the Contracting Officer in writing, the Contractor shall deliver the final codes in executable form accompanied by the source and object codes and appropriate support documentation.

F.6 WARRANTIES - (MAY 1999)

With respect to equipment or supplies acquired under this contract, title of which will pass to the Government, the Contractor shall ensure that any warranties, together with rights to replacement, service, or technical assistance, shall run to or automatically be assigned to the Government.

F.7 LICENSES - (SEP 1999)

With respect to any computer software, databases or other licensed product, acquired for use by to the Government, the Contractor shall ensure that the license, together with any associated rights, shall run to or automatically be assigned to the Government.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

A. The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies and services, including construction and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

B. The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (DEC 1998)

Contracting Officer: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

Administrative Contracting Officer: An Administrative Contracting Officer (ACO) may be designated by the Contracting Officer. The duties of an ACO include but are not limited to: analyzing and making recommendations on the Contractor's proposals, offers, or quotations upon request of the Contracting Officer and approving Contractor's invoices in accordance with the terms of the contract.

Contracting Officer's Technical Representative: A Contracting Officer's Technical Representative (COTR) will be designated by the Contracting Officer. The responsibilities of the COTR include but are not limited to: inspecting and monitoring the Contractor's work; determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned; and advising the Contracting Officer of any factors which may cause delay in performance of the work. The COTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms.

Task Order Contracting Officer's Technical Representative:

The Contracting Officer may designate a Task Order Contracting Officer's Technical Representative (TOCOTR). The TOCOTR will perform the duties of the COTR in connection with the technical oversight of an individual task order.

The Contracting Officer, Administrative Contracting Officer, and Technical Representatives are located at:

DOT/RSPA/VOLPE CENTER
55 BROADWAY, KENDALL SQUARE
CAMBRIDGE, MA 02142-1093

G.3 INCREMENTAL FUNDING (DEC 1998)

The amount available for payment for this incrementally funded contract is **[to be specified at time of contract award]** of which **[to be specified at time of contract award]** is allotted for reimbursement of estimated costs and **[insert fixed fee amount]** is obligated for payment of fixed fee. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed-fee will be payable in accordance with Section G of the contract.

G.4 VOUCHER REVIEW - (MAY 1999)

The Government may at its sole discretion arrange for a Contractor to review vouchers and supporting data submitted for payment under the provisions of this contract. The Contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY MEASURES ON THE VOLPE CENTER PREMISES (DEC 1997)

Any work under this contract which is performed on-site at the Volpe Center is subject to all provisions of this contract governing the work, and the security requirements in place at the Center. The Contractor should coordinate compliance with the COTR.

(1) The Contractor is responsible for ensuring that personnel follow the security requirement/regulations of the Volpe Center.

(2) The Contractor is responsible for obtaining a copy of the Center's Security requirements/regulations, TSC Order 1680.1.

(3) All items of Government Property are subject to the Center's Security Regulations.

(4) In order to obtain items such as room keys, parking gate keys, and Identification Badges, the Contractor shall:

(a) Submit a written request for these items of property to the COTR, who will make arrangements with the Volpe Center Security Office for obtaining these items.

(b) The Contractor shall submit, within ten (10) calendar days of contract award, a list of its on-site employees to the Volpe Center Contracting Officer and COTR. Once the list is submitted, the Contractor will notify the Contracting Officer of any staff changes when they occur, and shall update the list of on-site employees every six (6) months thereafter.

(c) When an employee resigns, or is terminated or reassigned, the Contractor shall provide written evidence to the Contracting Officer of the return of the items of Government Property noted in (4) above. The return of these items of property shall be coordinated with the Volpe Center Security Office.

H.2 PERFORMANCE OF WORK AND SAFETY PROVISIONS ON GOVERNMENT PREMISES (MAY 1997)

(a) Any work under this contract which is performed by the contractor or any of its subcontractors on premises that are under direct control of the Government, is subject to the following provisions:

(1) Performance of work on Government premises shall be confined to the area(s) specified by the Contracting Officer or this duly authorized representative. In performance of this work, the contractor shall;

- (a) conform to all safety rules and requirements as in effect during the term of the contract; and (b) take such additional precautions as the contracting officer may reasonably require for safety and accident prevention purposes.
- (2) The contractor shall designate to the Contracting Officer, in writing, an on-the-premises representative to serve as point of contact.
- (3) Any violation of applicable safety rules and requirements shall be promptly corrected as directed by the CO.

H.3 YEAR 2000 COMPLIANCE (DEC 1998)

The Contractor shall ensure that each hardware, software, and firmware product ("product") delivered under this contract shall be Year 2000 compliant. This means being able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, the product, when used in combination with other Year 2000 compliant information technology shall accurately process and exchange date/time data with it.

The Government will identify the existing technology with which the new technology will be used and specify whether it is Year 2000 compliant.

H.4 GPO PRINTING REQUIREMENT (DEC 1998)

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of the Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.

H.5 INSURANCE (DEC 1998)

See Section I - Contract Clause FAR 52.228-7, "Insurance-Liability to Third Persons (MAR 1996)."

A. The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below.

- (1) Workman's compensation insurance as required by law of the State.
- (2) Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.

(3) Property damage liability with a limit of not less than \$100,000 for each accident.

(4) Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

B. Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change to the Contracting Officer at least thirty (30) calendar days prior to the aforementioned actions. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Administrative Contracting Officer's prior approval.

C. A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer.

H.6 SALES TAX EXEMPTION (DEC 1998)

(a) The Volpe National Transportation Systems Center, as part of the Department of Transportation, an agency of the United States, is an exempt purchaser. Accordingly, all purchases of personal property by this organization are exempt from state and local taxation.

(b) The Contractor will be provided with Tax Exemption certificates for the purpose of obtaining an exemption from state sales tax for supplies purchased under this procurement.

Notwithstanding the terms of the Federal, State, and Local taxes clause, if the Tax Exempt Certificate is not honored by the state, the Contractor shall state separately on its invoices the amount of state sales tax, and the Government agrees to either pay the amount of the tax to the Contractor or, where the amount of the tax exceeds \$250.00, to provide evidence necessary to sustain the exemption.

H.7 NON-PERSONAL SERVICES (DEC 1998)

A. No personal services as defined in Part 37 of the FAR shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the Contractor's supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

B. The Contractor shall not perform any inherently Governmental functions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

C. The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.8 1252.XX SEAT BELT USE POLICIES AND PROGRAMS (JAN 1999)

In accordance with Executive Order 13043, the recipient of this award is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of the Presidential initiative. Information on how to implement such a program, or statistics on the potential benefits and cost-savings to companies or organizations, can be found in the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the goal of 85 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> - Federal Acquisition Regulation

<http://www.dot.gov/ost/m60/tamtar/tar.htm> - Transportation Acquisition Regulation

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	Definitions.	OCT 1995
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
52.203-7	Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper.	AUG 2000
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1995
52.215-2	Audit and Records - Negotiation.	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format.	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data.	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications.	OCT 1997
52.215-14	Integrity of Unit Prices, ALT I	OCT 1997
52.215-15	Pension adjustments and asset reversions.	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money.	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications.	OCT 1997
52.216-7	Allowable Cost and Payment.	MAR 2000
52.216-8	Fixed Fee.	MAR 1997
52.217-8	Option to Extend Services.	NOV 1999
52.219-8	Utilization of Small Business Concerns.	OCT 2000
52.219-9	Small Business Subcontracting Plan.	OCT 2000
52.219-16	Liquidated Damages – Subcontracting Plan.	JAN 1999
52.222-2	Payment For Overtime Premiums (fill-in) para. (a): does not exceed \$0.00	JUL 1990
52.222-3	Convict Labor.	AUG 1996
52.222-26	Equal Opportunity.	FEB 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	APR 1998

52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era.	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information.	APR 1998
52.223-6	Drug-Free Workplace.	JAN 1997
52.223-14	Toxic Chemical Release Reporting.	OCT 2000
52.225-1	Buy American Act – Balance of Payments Program -- Supplies.	FEB 2000
52.225-2	Buy American Act – Balance of Payments Program Certificate.	FEB 2000
52.225-11	Restrictions on Certain Foreign Purchases.	AUG 1998
52.225-14	Inconsistency Between English Version and Translation.	AUG 1989
52.227-1	Authorization and Consent.	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright.	AUG 1996
52.227-3	Patent Indemnity.	APR 1984
52.227-14	Rights in Data - General.	JUN 1987
52.227-14	Rights in Data - General. (JUN 1987) Alternate I	JUN 1987
52.228-7	Insurance - Liability to Third Persons.	MAR 1996
52.230-2	Cost Accounting Standards.	APR 1998
52.230-3	Disclosure and Consistency of Cost Accounting Practices.	APR 1998
52.230-6	Administration of Cost Accounting Standards.	NOV 1999
52.232-9	Limitation on Withholding of Payments.	APR 1984
52.232-17	Interest.	JUN 1996
52.232-18	Availability of Funds.	APR 1984
52.232-22	Limitation of Funds.	APR 1984
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment.	JUN 1997
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration.	MAY 1999
52.233-1	Disputes.	DEC 1998
52.233-3	Protest after Award. (AUG 1996) – Alternate I	JUNE 1985
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	APR 1984
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	Penalties for Unallowable Costs.	OCT 1995
52.242-4	Certification of Final Indirect Costs.	JAN 1997
52.242-13	Bankruptcy.	JUL 1995
52.243-2	Changes - Cost-Reimbursement. Alternate II - APR 1984.	AUG 1987
52.243-7	Notification Of Changes.	APR 1984
52.244-2	Subcontracts. (AUG 1998) -- Alternate II.	AUG 1998
52.244-5	Competition in Subcontracting.	DEC 1996
52.245-1	Property Records.	APR 1984
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts).	JAN 1986
52.245-19	Government Property Furnished "As Is."	APR 1984
52.246-25	Limitation of Liability--Services.	FEB 1997
52.247-63	Preference for Privately Owned U.S.-Flag Air Carriers.	JAN 1997
52.248-1	Value Engineering.	FEB 2000
52.249-6	Termination (Cost Reimbursement).	SEP 1996
52.249-14	Excusable Delays.	APR 1984
52.253-1	Computer Generated Forms.	JAN 1991

I.2 52.204-1 Approval of Contract. (DEC 1989)

This contract is subject to the written approval of the Branch Chief, DTS-853, Contracts and Small Business Programs Branch, Volpe Acquisition Division and shall not be binding until so approved.

I.3 52.215-19 Notification of Ownership Changes. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 52.244-6 Subcontracts for Commercial Items and Commercial Components. (OCT 1998)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 FAR PROVISIONS INCORPORATED BY REFERENCE

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	APR 1991
52.204-5	Women-Owned Business (Other Than Small Business).	MAY 1999
52.222-21	Prohibition of Segregated Facilities.	FEB 1999
52.223-4	Recovered Material Certification.	OCT 1997

K.2 SIGNATURE

By execution and submission of this statement, the undersigned acknowledges that he/she has reviewed and, where appropriate, has fully and accurately completed each of the certifications and/or representations contained in Section K of this solicitation for the purpose(s) set forth herein, and that he/she has been authorized to do so on behalf of the offeror.

Signature

Typed Name, Title

Offeror

Date

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERING REPORTING

Contractor is requested to fill in the appropriate information set forth below:

- (1) DUNS Identification No. _____ (this number is assigned by Dun & Bradstreet, Inc., and is contained in that company's Data Universal Numbering System (DUNS). If the number is not known, it can be obtained from any Dun & Bradstreet Branch office. If no number has been assigned by Dun & Bradstreet, insert the word "none" in the space.)

(2) Home Office County and Congressional District: _____

(3) Principal Place of Performance of the work required
under the resulting contract (City, County, and
State): _____

(4) Congressional District of the Principal Place of
Performance: _____

K.3 CERTIFICATE OF CURRENT COST OR PRICING DATA (DEC 1998)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under subsection 15.804-2) submitted, either actually or by specific identification in writing, to the contracting officer or the contracting officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm: _____

Name: _____

Title: _____

Signature: _____

***Date of execution: _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

K.4 52.204-3 TAXPAYER IDENTIFICATION. (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____
TIN _____

**K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.
(MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.215-6 PLACE OF PERFORMANCE. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY,
STATE, COUNTY, ZIP CODE

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541512

(2) The small business size standard is [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it (___) is, (___) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision --

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Women-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS. (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: []

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS.
(FEB 1999)**

The offeror represents that -

(a) It (___) has, (___) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It (___) has, (___) has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The offeror represents that -

- (a) It ____ has developed and has on file, ____ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (OCT 2000)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

____ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

____ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.12 52.227-6 ROYALTY INFORMATION. (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.13 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] --

___ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

___ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.14 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION. (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

**III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO
EXISTING CONTRACTS**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> - Federal Acquisition Regulation

<http://www.dot.gov/ost/m60/tamtar/tar.htm> - Transportation Acquisition Regulation

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.204-6	Data Universal Numbering System (DUNS) Number.	JUN 1999
52.215-16	Facilities Capital Cost of Money.	OCT 1997
52.222-46	Evaluation of Compensation for Professional Employees.	FEB 1993

L.2 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.*

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

* *Table 15-2 instructions may be found on the World Wide Web at the following address: <http://www.arnet.gov/far/current/html/15.html#15.408>*

L.3 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a cost-plus-fixed-fee (Completion form) type contract resulting from this solicitation.

L.4 52.233-2 Service of Protest. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S Department of Transportation
RSPA/Volpe National Transportation Systems Center
Attn: Michael Leary, DTS-853
55 Broadway
Cambridge, MA 02142

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.